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ORDINANCE NO. O2015-47

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH SUMTER COUNTY, FLORIDA FOR THE PROVISION OF FLOODPLAIN MANAGEMENT SERVICES; PROVIDING FOR RESOLUTION OF CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood possesses Home Rule powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes: and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements on matters such as annexation, joint planning and service provision; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use and public facilities and services, and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and mechanisms for identifying and implementing joint planning areas and service provision; and,

WHEREAS, floodplain management, in accordance with the provisions of the National Flood Insurance Program as administered by the Federal Emergency Management Agency, is an important jurisdictional service which contributes to the health, safety and welfare of the public; and,

WHEREAS, the Agreement adopted pursuant to this ordinance is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008); and,

WHEREAS, the City and Sumter County have found a necessity for an Interlocal Agreement for Floodplain Management Services between the City and the County, a fully executed copy of which is attached hereto and made a part of this ordinance, to be codified in full.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the City Commission of Wildwood, Florida, as follows:

SECTION 1. AGREEMENT The Interlocal Agreement for Floodplain Management Services between the City of Wildwood and Sumter County, attached hereto as "Attachment A", is hereby adopted and incorporated herein, to be codified as a provision of the City of Wildwood

Ordinance

O2015-47 Interlocal Agreement - Floodplain Management with Sumter County

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6952
Return to: City of Wildwood
100 N. Main St
Wildwood, FL 34785

City Code, along with the terms of this Ordinance.

SECTION 2. CONFLICT: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY: If any section, subsection, sentence, clause, phrase of this ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. EFFECTIVE DATE This ordinance shall take effect upon final approval by the City Council of the City of Wildwood and final approval by the Sumter County Board of County Commissioners of an ordinance adopting the attached Interlocal Agreement for Floodplain Management Services, whichever date is later.

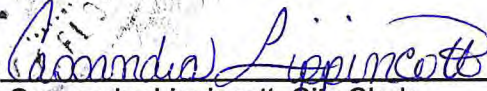
DONE AND ORDAINED this 26th day of October, 2015, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA



Ed Wolf, Mayor

ATTEST:



Cassandra Lippincott, City Clerk

First Reading: October 12, 2015

Second Reading: October 26, 2015

Approved as to form:



Ashley Hunt, City Attorney

Inst:201560035642 Date:11/5/2015 Time:3:21 PM
DC,Gloria R. Hayward,Sumter County Page 2 of 8 B:3031 P:395

EXHIBIT A

INTER-LOCAL AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA AND THE CITY OF WILDWOOD, FLORIDA FOR FLOODPLAIN MANAGEMENT SERVICES

THIS INTER-LOCAL AGREEMENT is made and entered into on this ____ day of _____, 2015, by and between the Sumter County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Wildwood a municipal corporation of the State of Florida (hereinafter "CITY"), both of whom understand and agree as follows:

WHEREAS, Sumter County and the City of Wildwood have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, in accordance with Chapters 125, 163, 166, and 553, Florida Statutes, the Parties hereto have the common power and responsibility to adopt, administer, and enforce land development regulations, including floodplain management regulations, and to enforce the Florida Building Code within their jurisdictional limits; and

WHEREAS, in accordance with the existing Interlocal Service Boundary Agreement Sumter County coordinates with the City of Wildwood with Planning, Zoning and Development Control Services with no support of Floodplain Management; and

WHEREAS, the City of Wildwood desires and requests Sumter County to provide services necessary to administer and enforce the floodplain management regulations adopted by the City of Wildwood within the corporate limits of the City of Wildwood; and

WHEREAS, Sumter County is willing and able to provide such services subject to the terms and conditions set forth herein; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, the Parties are authorized to enter into Inter-Local agreements;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, Sumter County and the City of Wildwood hereby agree as follows:

1. **PURPOSE.** Pursuant to Section 163.01, Florida Statutes, the purpose of this Agreement is to establish the responsibilities of the Parties and procedures whereby COUNTY will provide specified services to administer and enforce the floodplain management regulations of CITY within the corporate limits of CITY.
2. **ADMINISTRATION AND ENFORCEMENT OF FLOODPLAIN MANAGEMENT REGULATIONS DEFINED.** The Parties agree that the

administration and enforcement duties contemplated by this Agreement are those duties that are necessary and appropriate to enforce the floodplain management regulations of CITY which are found in City of Wildwood, Florida Ordinance 2013-02 involving, in general, the duties of the Floodplain Administrator set forth therein, and other duties that shall generally and naturally stem from the participation of CITY in the National Flood Insurance Program. Activities required to be performed only by the CITY under the National Flood Insurance Program are not included in this Agreement. The Parties expressly agree that, unless explicitly identified in writing by CITY, no performance standards other than those which are generally applicable to similar enforcement activities by COUNTY elsewhere outside of the corporate limits of the CITY are intended or should be inferred as a result of this Agreement. The Parties also expressly agree that COUNTY may elect to enforce the regulations of CITY using any of the methods established under Chapter 9 of the Sumter County Code of Ordinances.

3. **REPRESENTATIVES OF THE PARTIES.** The Parties hereby designate the following as their duly authorized representatives responsible for the implementation of this Agreement, including establishment of specific procedures and processes to facilitate the purpose and intent:

Sumter County

City of Wildwood

Bradley Arnold
County Administrator
7375 Powell Road
Wildwood, FL 34785

Bill Ed Cannon, City Manager
City of Wildwood
100 N. Main Street
Wildwood, FL 34785

4. **DUTIES OF CITY.** CITY, acting through the Sumter County Floodplain Manager, shall:
- a. Be responsible to the National Flood Insurance Program for administration and enforcement of the floodplain management regulations of CITY.
 - b. Upon request by the Florida Division of Emergency Management or the Federal Emergency Management Agency, attend meetings and/or participate in telephonic and electronic communications related to CITY's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
 - c. In coordination with COUNTY, undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to

continued participation in good standing in the National Flood Insurance Program.

- d. In coordination with COUNTY, support actions deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations of CITY.

5. **DUTIES OF COUNTY.** COUNTY, acting through its Floodplain Manager, shall administer and enforce the floodplain management regulations of CITY throughout the term of this Agreement, and shall:

- a. Maintain records identified in said regulations in a form and manner that allows production of records pertinent to CITY upon request by CITY, the Florida Division of Emergency Management, or the Federal Emergency Management Agency.
- b. Upon request by the Florida Division of Emergency Management or the Federal Emergency Management Agency, attend meetings and/or participate in telephonic and electronic communications related to CITY's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
- c. In coordination with CITY, undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
- d. In coordination with CITY, undertake actions deemed appropriate after events that damage buildings, to determine whether such buildings, if located in special flood hazard areas, have sustained substantial damage as such term is defined in the floodplain management regulations of CITY.

6. **MODIFICATION.** This Agreement may not be modified unless such modifications are in the form of a written amendment, executed by both Parties.

7. **TERMINATION.** This Agreement shall remain in effect unless terminated by either party. This Agreement may be terminated by either party without cause and for any reason upon Ninety (90) Days written notice to the other party.

The Parties further agree that:

- a. Upon termination, the Parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the floodplain management

regulations of CITY, with particular attention to the delivery by the COUNTY to CITY of all records and data in its possession, regardless of the medium. Costs associated with delivery of records and data to CITY shall be borne by the party requesting termination.

- b. Termination shall not affect the reimbursement of any cost then owing to COUNTY by CITY, or which subsequently are owed as a result of enforcement actions concluded following the effective date of termination.
8. **REIMBURSEMENT.** As compensation for COUNTY's services, COUNTY shall collect and retain all revenues derived from permit and/or inspection fees generated within CITY related to the services addressed by this agreement; such fees shall not exceed fees charged COUNTY residents for similar services.
9. **LIABILITY.** The Parties, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party:
- a. CITY, as a subdivision of the State of Florida and pursuant to Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against COUNTY and agrees to be fully liable for any damages proximately caused by said acts or omissions.
 - b. COUNTY, as a subdivision of the State of Florida and pursuant to Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against CITY agrees to be fully liable for any damages proximately caused by said acts or omissions.
- Nothing herein is intended to serve as a waiver of sovereign immunity by CITY or by COUNTY, nothing herein shall be construed to create any indemnification by one party of another, and nothing herein shall be construed as consent by CITY or COUNTY to be sued by third parties in any matter arising out of this Agreement.
10. **CLAIMS.** COUNTY shall notify CITY in writing, within five (5) business days of its receipt or knowledge of any claims or pending claims arising out of the performance of the services rendered hereunder.
11. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability, or the occurrence of any event rendering any portion or provision of this Agreement void, shall not be deemed to affect the validity and enforceability of any other parts of the Agreement.
12. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors and assigns, and any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by either party, without the prior written consent of the Parties; specifically, no duty or responsibility of the Parties shall be

assigned or contracted to a third party, whether a public or private entity, unless the Parties first modify this Agreement to set forth the duties of said third party.

13. **APPLICABLE LAW.** This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Sumter County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.
14. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments that are not contained in this Agreement or the written procedures and processed developed by the representatives of the Parties.
15. **ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein.
16. **EXECUTION.** This Agreement shall be executed in triplicate, with each fully executed copy treated as an original.
17. **EFFECTIVE DATE.** This Agreement shall become effective upon the filing of fully executed copies with the Clerk of the Circuit Court of Sumter County, Florida. A copy of the executed Agreement shall be provided to the Florida Division of Emergency Management.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Sumter County, Florida through its Board of County Commissioners, signing by and through its authorized Chair, and City of Wildwood, Florida, signing by and through its authorized Mayor.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Connie Webb, Clerk of the Court

Don Hahnfeldt, Chairman

ATTEST:

Cassandra Lippincott

Cassandra Lippincott, Clerk

CITY OF WILDWOOD

Ed Wolf
Ed Wolf, Mayor